

Craig K. Perry, Esq.
Nevada State Bar. No. 3786
Craig K. Perry & Associates
2300 W. Sahara Avenue, Suite 800
Las Vegas, Nevada 89102
Phone: (702) 228-4777
Facsimile: (702) 943-7520
Attorney for Plaintiff
[additional counsel for Plaintiff
listed on signature page]

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA
LAS VEGAS DIVISION**

CHRISTOPHER LACCINOLE, on
behalf of himself and all others
similarly situated,

Plaintiff,

v.

GRANITE BAY ACCEPTANCE,
INC.,

Defendant.

CIVIL ACTION FILE NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Christopher Laccinole (“Plaintiff”), by counsel, hereby files his
Class Action Complaint against Defendant Granite Bay Acceptance, Inc.
 (“Defendant”), and states as follows:

INTRODUCTION

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2
3 1. This is an action for statutory damages, punitive damages, attorneys’
4 fees, and costs, brought pursuant to the Fair Credit Reporting Act, 15 U.S.C.
5 §1681, *et seq.* (“FCRA”).
6

7 2. Plaintiff is an individual and resides in Texas. The three national
8 consumer reporting agencies – Equifax, Trans Union, and Experian (“CRAs”) – all
9 maintain credit files and issue consumer reports concerning Plaintiff. The
10 information contained in Plaintiff’s credit files and consumer reports is private.
11
12

13 3. Plaintiff is a “consumer” and Defendant is a “person” as those terms
14 are defined, or otherwise used, by the FCRA. Defendant is a “user” of consumer
15 reports as that term is used in the FCRA.
16

17 4. As set forth below, Defendant requested and obtained Plaintiff’s
18 consumer report, and, upon information and belief, the consumer reports of other
19 consumers similarly situated (“Class” as defined in Paragraph 21 below), from one
20 or more of the CRAs, including Trans Union LLC (“Trans Union”), without a
21 permissible purpose under the FCRA (the “Impermissible Inquiry” or
22 “Impermissible Inquiries”). Upon information and belief, Defendant requests and
23 obtains such consumer reports for the purposes of marketing debt relief services
24 directly or through others.
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1 5. As a result of Defendant's wrongful access to Plaintiff's consumer
2 report, and those of the Class, as described herein, Plaintiff, and the Class, have
3 suffered an invasion of privacy.
4

5 6. Plaintiff, and the Class, suffered concrete harm as a result of
6 Defendant's violations of the FCRA.
7

8 **PARTIES, JURISDICTION, AND VENUE**
9

10 7. This is a class action brought under Fed. R. Civ. P. 23(a), (b)(1),
11 (b)(3) and (c)(4).
12

13 8. At all times material to this action, Plaintiff was a resident of Texas.
14

15 9. At all times material to this action, Defendant was a Nevada
16 corporation with its his principal place of business located at 1781 Vineyard Drive,
17 #222, Antioch, CA 94509. Defendant does business in this District.
18

19 10. Defendant may be served with a copy of this Complaint and
20 accompanying Summons by serving its registered agent, to wit: Business Filings
21 Incorporated, 701 S Carson Street, Ste. 200, Carson City, NV 89701.
22

23 11. The jurisdiction of this Court is conferred by the FCRA, 15 U.S.C. §
24 1681(p), and 28 U.S.C. § 1331.
25

26 12. Venue lies properly in this District and Division pursuant to 28 U.S.C.
27 § 1391(b)(2).
28

13. Defendant is subject to the jurisdiction of this Court.

FACTUAL ALLEGATIONS

14. Plaintiff lives and works in Texas.

15. On or about February 16, 2023, August 2, 2023, February 28, 2024, April 28, 2024, and August 27, 2024 Defendant requested and obtained Plaintiff's consumer reports from Trans Union. A copy of the relevant sections of Plaintiff's Trans Union credit files reflecting the requests made by Defendant are collectively attached hereto as **Exhibit A**. Defendant requested and obtained Plaintiff's consumer report for a so-called "promotional" offer of credit. Upon information and belief, Defendant obtained consumer reports on the other members of the Class. In the alternative, Defendant obtained one or more prescreened lists from Trans Union and/or the other CRAs concerning Plaintiff and the Class. Under the FCRA, such prescreened lists constitute consumer reports.

16. At the time Defendant requested and obtained Plaintiff's consumer reports, and the consumer reports of the Class, Plaintiff, and the Class: (a) had not applied for credit with Defendant nor initiated any credit or business transaction involving Defendant; (b) had not applied for employment with Defendant; (c) had not applied for insurance with Defendant; (d) had not authorized Defendant to request and obtain their consumer reports for any reason; (e) did not have any open

1 and/or closed accounts with Defendant; and (f) **did not thereafter receive any**
2 **firm offers of credit from Defendant.**
3

4 17. Upon information and belief, Defendant represented to Trans Union
5 and/or the other CRAs that Defendant had a permissible purpose under Section
6 1681b(a) of the FCRA to request and obtain Plaintiff's consumer report, and the
7 consumer reports of the Class.
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10 18. Defendant violated the FCRA by requesting and obtaining Plaintiff's
11 consumer report, and the consumer reports of the Class, without a permissible
12 purpose under the FCRA. Many other consumers have made complaints with the
13 Better Business Bureau concerning such alleged conduct by Defendant. *See*,
14 [https://www.bbb.org/us/ca/antioch/profile/loans/granite-bay-acceptance-inc-1116-](https://www.bbb.org/us/ca/antioch/profile/loans/granite-bay-acceptance-inc-1116-387347/complaints)
15 [387347/complaints](https://www.bbb.org/us/ca/antioch/profile/loans/granite-bay-acceptance-inc-1116-387347/complaints) (1/26/2025).
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19 19. Plaintiff sent Defendant a letter inquiring about Defendant's improper
20 access to his private consumer reports (the "Letter"). The Letter was sent to the
21 address provided for Defendant on Plaintiff's Trans Union credit file(s), to wit:
22 1781 Vineyard Dr., #222, Antioch, CA 94509 (the "Address"). The Letter was
23 returned as undeliverable by the United States Post Office. Upon information and
24 belief, Defendant does not maintain an office at the Address. Upon information
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1 and belief, Defendant has not notified Trans Union of any other, or valid, address
2 that Trans Union should provide to consumers seeking to contact Defendant.
3

4 20. As a result of Defendant's violations of the FCRA, Plaintiff was
5 required to retain legal counsel to assist him.
6

7 **CLASS ALLEGATIONS**

8 21. Plaintiff brings this action, individually and on behalf of all similarly
9 situated individuals, as members of the following class:
10

11 All consumers within the United States for whom
12 Defendant requested and obtained a consumer report on
13 such consumer within the two years prior to the filing of
14 the Complaint through the conclusion of this case and to
15 whom Defendant did not send such consumer a firm offer
16 of credit.

17 22. The Plaintiff is a member of this Class. Specifically excluded from
18 the Class are the following: (1) Defendant and any entity in which either has a
19 controlling interest, and the officers, directors, employees, affiliates, legal
20 representative, heirs, successors, subsidiaries, and/or assigns of any such individual
21 or entity; and (2) any judge or judicial officer with responsibility over the
22 management or resolution of this litigation and members of any such individual's
23 immediate family.
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1 23. The members of the Class are so numerous that joinder is
2 impracticable. Based upon information and belief, and the allegations above about
3 Defendant's use or sale of consumer reports for marketing campaigns, numerous
4 consumers have been victims of Defendants' scheme.
5

6
7 24. Common (identical) questions of law and fact predominate over any
8 questions solely affecting individual Class members. Among such common
9 questions of law and fact are the following:
10

11 A. Whether Defendant has systematically engaged in the long-term
12 illegal practice of accessing and/or misusing consumer credit reports without a
13 permissible purpose under the FCRA.
14

15
16 B. Whether Defendant knowingly and/or negligently accessed the Class
17 members' consumer credit reports without a permissible purpose under the FCRA.
18

19 C. Whether Defendant knowingly and/or negligently resold the Class
20 members' consumer reports to third parties that lacked a permissible purpose for
21 them under the FCRA.
22

23 25. Plaintiff's individual claims are typical of the respective Class
24 members' claims because the claims all share the same legal basis for recovery, the
25 same predicate facts to liability, and the same basic relief sought. The Class claims
26 are, in fact, identical.
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1 26. Plaintiff will fairly and adequately protect the interests of the Class
2 members. Plaintiff has no interest antagonistic to those of other Class members,
3 and Plaintiff has retained attorneys experienced as counsel in class actions,
4 consumer protection, and complex litigation. These attorneys will vigorously
5 prosecute the class claims.
6

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8 27. A class action is superior to the other available methods for the fair
9 and efficient adjudication of this controversy for at least the following reasons,
10 among others:
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12
13 A. Given the small size of individual Class members' claims (between
14 \$100 and \$1000 in statutory damages) and the expense of litigating those claims
15 (the cost of filing individual suit would likely exceed \$100), few, if any, Class
16 members could afford to, or would seek, legal redress individually for the wrongs
17 Defendant has committed against them, and absent class members have no
18 substantial interest in controlling the prosecution of individual actions. No such
19 individual actions in California are known to be pending as of the date of filing this
20 Complaint.
21

22 B. When the liability of Defendant has been adjudicated, claims of all
23 Class members can be administered efficiently and/or determined by the Court.
24 This conclusion follows from, among other facts, the fact that all class members
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1 assert identical claims under the FCRA and seek identical relief. Moreover, the
2 Class consists of a definite group of consumers over a finite period of time, making
3 the efficient administration of claims post-certification and/or trial.
4

5 C. Based on these same facts, among others, the Class action will
6 promote an orderly and expeditious administration and adjudication of this dispute.
7 This class action will foster economies of time, effort, and resources. This class
8 action will ensure uniformity of decisions. It is therefore desirable to concentrate
9 the claims as a class action in this forum. Otherwise, numerous consumers whom
10 Defendant mistreated under the FCRA will go without legal remedy.
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12

13 D. Without this class action, the Class members will continue to suffer
14 harm, and Defendant's unlawful conduct will be unaccounted for while Defendant
15 continues to reap benefits of its unlawful activity.
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18 28. No difficulty will be encountered in the management of this litigation
19 that would preclude its maintenance as a class action. Indeed, those harmed by
20 Defendant can be readily identified through business records, including the very
21 prescreened consumer lists and/or consumer reports at issue. Similarly, the
22 proposed Class is objectively ascertainable by definite time, limited geography,
23 and specific reference to records maintained by Defendant and the CRAs. Notice
24 and claims administration can therefore be managed efficiently and accurately.
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1 33. Pursuant to 15 U.S.C. § 1681n, Defendant is liable to Plaintiff and the
2 Class for damages as set forth above and, in an amount, to be determined by the
3 jury.
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5 34. Pursuant to 15 U.S.C. § 1681n, Defendant is liable to Plaintiff and the
6 Class for statutory and punitive damages as a result of its willful violations of the
7 FCRA.
8

9 35. Pursuant to 15 U.S.C. § 1681n, Defendant is liable to Plaintiff and the
10 Class for his reasonable attorneys' fees and costs.
11

12 WHEREFORE, Plaintiff requests that this Court:
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- 14 a. Appoint Plaintiff's counsel as counsel for the Class;
15 b. Appoint Plaintiff as representative for the class;
16 c. Certify the Class;
17 d. Enter judgment in favor of Plaintiff and the Class for statutory damages,
18 punitive damages, attorney's fees and costs; and,
19 e. Award such other relief to Plaintiff and the Class as the Court may deem
20 just and proper.
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25 **TRIAL BY JURY IS DEMANDED.**

26 Dated: January 29, 2025.
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Respectfully submitted,

/s/Craig K. Perry

Craig K. Perry, Esq.
Nevada State Bar. No. 3786
Craig K. Perry & Associates
2300 W. Sahara Avenue, Suite 800
Las Vegas, Nevada 89102
Phone: (702) 228-4777
Facsimile: (702) 943-7520

John A. Love*
Love Consumer Law
2500 Northwinds Parkway
Suite 330
Alpharetta, GA 30009
404.855.3600
tlove@loveconsumerlaw.com

Max S. Morgan, Esquire*
THE WEITZ FIRM, LLC
1515 Market Street, #1100
Philadelphia, PA 19102
Tel: (267) 587-6240
Fax: (215) 689-0875
max.morgan@theweitzfirm.com

Attorneys for Plaintiff

**Pro Hac Vice* Petition to be filed